

BILL NO. S-72-08-06

SPECIAL ORDINANCE NO. S- 68-72

AN ORDINANCE approving Agreement to Purchase real estate from Seldum and Carolyn Shields.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. The Agreement to Purchase real estate, dated July 27, 1972, between the City of Fort Wayne, by and through its Mayor and Board of Public Works, and SELDUM and CAROLYN SHIELDS, for the real estate described as follows, to-wit:

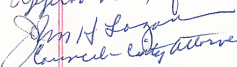
The South 24 feet of Lot Number 211  
in Lewis Addition to the City of Fort  
Wayne, Allen County, Indiana

(1811 S. Lafayette Street)

for the sum of \$2,700.00, cash to be paid upon the delivery of a good and sufficient Warranty Deed for said real estate, all as more particularly set forth in said Agreement to Purchase, which is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
\_\_\_\_\_  
Councilman

*Approved as to form and legality:*  
  
Council City Attorney

Read the first time in full and on motion by Moses, seconded by Stier and duly adopted, read the second time by title and referred to the Committee on Finance (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-8-72

Charles W. Westermann  
CITY CLERK

Read the third time in full and on motion by Hinga seconded by Stier and duly adopted, placed on its passage. Passed (~~LOSS~~) by the following vote:

AYES <u>8</u> :	NAYS _____,	ABSTAINED _____,	ABSENT <u>1</u> to-wit:
Burns <u>✓</u>	_____	_____	_____
Hinga <u>✓</u>	_____	_____	_____
Kraus <u>✓</u>	_____	_____	_____
Nuckols <u>✓</u>	_____	_____	_____
Moses <u>✓</u>	_____	_____	_____
Schmidt, D. <u>✓</u>	_____	_____	_____
Schmidt, V. _____	_____	_____	<u>✓</u>
Stier <u>✓</u>	_____	_____	_____
Talarico <u>✓</u>	_____	_____	_____

Date 8-22-72

Charles W. Westermann  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 168-72 on the 22 day of August, 19 72.

ATTEST: (SEAL)

Charles W. Westermann  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23 day of August, 19 72 at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westermann  
CITY CLERK

Approved and signed by me this 23 day of August, 19 72 at the hour of 3:00 o'clock P M., E.S.T.

Don A. Blaney  
MAYOR

Bill No. S-72-08-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving Agreement to Purchase real estate from  
Seldum and Carolyn Shields.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

William T. Hinga, Chairman

Winfield Moses, Jr., Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul "Mike" Burns

William T. Hinga  
Winfield Moses, Jr.

James S. Stier  
Samuel J. Talarico  
Paul "Mike" Burns

DATE 8-18-72 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS  
City-County Building  
Fort Wayne, Indiana 46802

58-240-9

August 1, 1972

Mr. David B. Keller  
1310 Anthony Wayne Bank Building  
Fort Wayne, Indiana 46802

Dear Mr. Keller

Please prepare an ordinance to be introduced in the Common Council August 8, 1972, for the following:

AGREEMENT TO PURCHASE REAL ESTATE from Seldum & Carolyn Shields, the South 24 feet of Lot Number 211 in Lewis Addition to the City of Fort Wayne, Allen County, Indiana, commonly known as 1811 Lafayette Street, for \$2,700.00.

Yours truly,

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

Enclosure 1

/rs

AGREEMENT TO PURCHASE REAL ESTATE

DATE: July 27, 1972

Donaldson Shields Kirby, Shields Kirby, Owners

I hereby agree to purchase from you for the sum of \$2,700<sup>00</sup>  
the real estate in Allen County, Indiana, commonly known as 1311 Lafayette Street  
Fort Wayne, Indiana  
the legal description of which is: The South 24 feet of Lot 10, Subdiv  
24, Andrews Addition to the City of Fort Wayne,  
Allen County, Indiana

I will pay said sum of \$2,700<sup>00</sup>, for said property upon the  
following terms: The sum of \$2,700<sup>00</sup> down payment plus  
\$52,430<sup>00</sup> in monthly payments to  
the undersigned, who is authorized to  
convey the title and all improvements  
of said real estate to the undersigned of the  
City of Fort Wayne, Indiana

This Agreement to Purchase is made subject to the following terms and conditions:

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in  
(1974) (November), 1972, and all subsequent taxes, and I shall assume and pay any assessments  
upon said real estate for improvements which may become a lien after the date of this Agreement to  
Purchase.

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the  
dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the (Warranty Deed) (~~Warranty Deed~~) you will furnish, at your  
expense, a properly prepared abstract of title for said real estate, continued to a date after the date of  
this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined  
by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a  
reasonable time to meet such requirements, if any, as may be necessary to render marketable the title  
to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by The  
Allen County Indiana Bar Association.

4. This transaction shall be closed as soon as your title to said real estate meets necessary legal  
requirements and ~~as soon as your title to said real estate meets necessary legal requirements~~ as hereinabove provided. At said closing,  
you shall deliver to me a properly executed (Warranty Deed) (~~Warranty Deed~~) as hereinabove pro-  
vided, (conveying) (~~conveying~~) to me said real estate and all improvements thereon in  
the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the  
risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to  
me of said (Warranty Deed) (~~Warranty Deed~~). In the event said real estate and all improvements  
thereon cannot be (conveyed) (~~conveyed~~) to me in substantially their present condi-  
tion, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and  
my earnest money deposited hereunder shall be returned to me without delay.

5. Possession of said real estate shall be delivered to me on ~~the date of closing~~ <sup>delivery of Warranty Deed</sup>  
from, if any, shall be provided as of the date of closing. Insurance shall be (provided) (~~provided~~) as of  
the date of closing. You will pay all charges for utility services furnished said premises until the date  
of closing is ascertained to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in con-  
nection with said real estate including but not limited to the following: All electrical, gas,  
heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds,

drumery, hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and any other improvements on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

7. I hereby represent that my intended use of the said real estate requires a zoning classification of residential and this Agreement to Purchase is contingent on the said real estate being in such use district.

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

9. I hereby deposit with you cash, the sum of \$ 270.00, to be used as earnest money in this transaction, and you will deposit with you an additional equal amount, the sum of \$ 270.00, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 28 day of July, 1956, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

CITY OF FORT WAYNE, INDIANA  
Buyer: John Bonaguidi Buyer: Ronald Brown  
Address: 1000 1/2 S. Main St. Address: 1000 1/2 S. Main St.  
Phone: 234-1234 Phone: 234-1234

I, John Bonaguidi, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 270.00, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 28 day of July, 1956.

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof.

and also agree to pay our said agent a commission of \$ 27.00 which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this 28 day of July, 1956.

Seller: SELDON SHIELDS Seller: CHARLES W. SHIELDS  
Address: 1000 1/2 S. Main St. Address: 1000 1/2 S. Main St.  
Phone: 234-1234 Phone: 234-1234

I, Charles W. Shields, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 270.00, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 28 day of July, 1956.